

**Denton County
Juli Luke
County Clerk**

Instrument Number: 168734

ERecordings-RP

AFFIDAVIT

Recorded On: December 13, 2022 01:48 PM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$74.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 168734
Receipt Number: 20221213000379
Recorded Date/Time: December 13, 2022 01:48 PM
User: William D
Station: Station 8

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

STATE OF TEXAS §
 §
COUNTY OF TARRANT § **AFFIDAVIT FOR MECHANIC'S
AND MATERIALMAN'S LIEN**

BEFORE ME, the undersigned authority, personally appeared Karla Lopez, who upon her oath, deposed and stated the following:

1. My name is Karla Lopez. I am the CFO and authorized representative of ABLe Communications, Inc. ("Claimant"). I am over 21 years of age, have personal knowledge of the facts set forth below and am authorized to make this affidavit.

2. Claimant's mailing and business address is 1413 East Avenue H, Grand Prairie TX 75050.

3. Claimant furnished labor, equipment and materials for improvements to the Project described herein under a contract by and between Claimant and the original contractor, McCarthy Building Companies, Inc. The original contractor's last known addresses are c/o Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, TX 78701-3136 and/or 12001 N. Central Expressway, Suite 400, Dallas, TX 75243.

4. The labor, materials, and work furnished by Claimant are generally described as follows: tele/data communications, IT infrastructure, cabling, security systems and related labor, equipment and materials. Claimant performed such described work during the months of October and November 2022 and is unpaid for the amounts described on its pay applications attached hereto as **Exhibit "A"** and incorporated herein.

5. The property sought to be charged with a lien by Claimant is the leasehold interests of the Core Scientific Denton Data Center project located at 8151 Jim Christal Rd., Denton, Texas 76207 and/or 8171 Jim Christal Rd., Denton, Texas 76207 (the "Project"), and more particularly as Site One and Site Two in **Exhibit "B"** attached hereto and incorporated herein.

6. The Project owner (or reputed owner) is Core Scientific, Inc. The last known addresses of Core Scientific, Inc. are c/o Registered Agent Solutions, Inc., Registered Agent, 5301 Southwest Pkwy., Suite 400, Austin, TX 78735 and/or 210 Barton Springs Rd, Ste 300, Austin, TX 78704. Upon information and belief, the vested and legal owner of the land and real property described above is the City of Denton, a Texas home-rule municipal corporation. The last known address of the City of Denton is 215 E. McKinney St., Denton, TX 76201. Claimant does not seek to claim a lien against the fee interest of the City of Denton in the land.

7. Claimant sent notices of its unpaid claim to the Project owner, original contractor and the City of Denton on or about November 11, 2022 via certified U.S. mail, return receipt requested.

8. One (1) copy of this Affidavit is being sent by certified U.S. mail, return receipt requested to the Project owner, original contractor and the City of Denton at their respective last known addresses set forth herein.

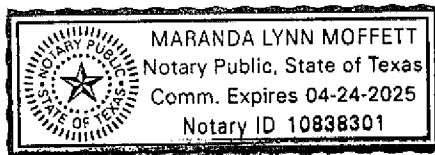
9. After allowing all just credits, offsets, and payments, the amount of \$1,228,932.14, including unpaid retainage in the amount of \$268,053.12, remains unpaid and is due and owing to Claimant and Claimant claims a lien on the above-described property and improvements under the provisions of Texas Property Code §53.001 *et seq.* to secure payment of said amount. Claimant expressly claims a first lien on all removables.

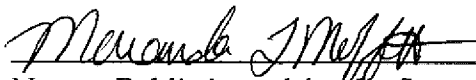
10. The facts stated herein are within my personal knowledge and are true and correct.

ABLe Communications, Inc.

By: 
Karla Lopez, CFO

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me by the said Karla Lopez, CFO of ABLe Communications, Inc. this 12th day of December 2022, to certify which witness my hand and seal of office.




Notary Public in and for the State of Texas

TEXAS ONLY

SUBCONTRACTOR'S APPLICATION FOR PAYMENT, AND CONDITIONAL LIEN WAIVER

Page 1 of 1 Pages

TO (CONTRACTOR): McCarthy Building Companies, Inc. PROJECT: Core Scientific Denton Data Center

APPLICATION NO: 21821-10

Distribution to:

OWNER: Core Scientific, Inc.

PERIOD TO: 10/15/2022

FROM (SUBCONTRACTOR): ABLE Communications, Inc.

CONTRACTOR PROJECT NO: 2229

OWNER
ARCHITECT
CONTRACTOR
ENGINEER

SUBCONTRACT FOR: 2229-078

SUBCONTRACT DATE: 2/1/2022

The undersigned Subcontractor certifies that to the best of Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts due to lower tier subcontractors, suppliers, materialmen, vendors, union trust funds and tradesmen have been paid by the subcontractor for Work for which previous Certificates for Payment were submitted and payments received from the Contractor, and that current payment shown herein is now due.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (TEXAS)

On receipt by the signer of this document of a check from Contractor in the sum of the "Current Payment Due," payable to Subcontractor and (insert joint payee name(s), if any) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Owner located at the Project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Contractor as indicated herein this statement and progress payment request, except for unpaid retention, pending modifications and changes, or other items furnished. A list of such pending modification and changes or other items is attached hereto.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

SUBCONTRACTOR:

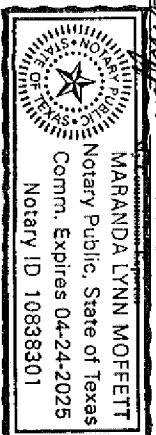
STATE OF Texas }
COUNTY OF Tarrant }
JSS.

By: *Karla Lopez*
Print Name: Karla Lopez

Subscribed and sworn before me this 18 day of Oct, 2022.

Title: CFO

M. M. M. M. M.
Notary Public



Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. ORIGINAL SUBCONTRACT SUM	\$	3,140,869.00
2. Net change by Change Orders	\$	37,775.25
3. SUBCONTRACT SUM TO DATE (Line 1 + 2)	\$	3,178,644.25
4. TOTAL COMPLETED & STORED TO DATE (Column C on Continuation Sheet)	\$	1,808,066.67
5. RETAINAGE:		
a. 10.00% of Completed Work (Column D + E on Continuation Sheet)	\$	180,806.37
b. 10.00% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of Continuation Sheet)	\$	180,806.37
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,627,257.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,451,599.08
8. CURRENT PAYMENT DUE	\$	175,658.22
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,551,386.95

FOR CONTRACTOR JOBSITE USE ONLY:

SUPPLIER #	SITE #	JOB# / SUBJOB#	SOVN	JOBSITE VERIFICATION	ACCOUNTING USE ONLY
JOBSITE APPROVAL		OWNER DIRECT PAY YES <input type="checkbox"/> NO <input type="checkbox"/>	BACKCHARGES	SUBCONTRACT COMPLIANCE IS BEING TRACKED IN ACCORDANCE WITH FIELD PROCEDURES	BILLED AMT PAID BY OWNER SIGNED SUBCONTRACT RECEIVED BOND REC'D/REQUIRED ENROLLED IN COM SUBCONTRACT OVERBILLED ORIGINAL A/P NEEDED BACKUP NEEDED OK TO RELEASE PAYMENT FINALIZATION LETTER REC'D
PROJECT MANAGER		SUB PAY APP	OWNER PAY REQUEST INFO (ATTACH B/C INVOICE)		
DATE: _____		NUMBER: _____	NUMBER: _____		
JOBSITE CHECKS - AMOUNTS:		PAYMENT EXCEPTION REPORTING COMPLETES WITH FIELD PROCEDURES SECTION 08.52			

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 21821-10
APPLICATION DATE: 10/10/2022
PERIOD TO: 10/15/2022
ARCHITECTS PROJECT NO:

[illegible]

SUBCONTRACTOR'S APPLICATION, CERTIFICATION FOR PAYMENT, AND CONDITIONAL LIEN WAIVER

Page 1 of 1 Pages

TO (CONTRACTOR):

McCarthy Building Companies, Inc. PROJECT: Core Scientific Denton Data Center

APPLICATION NO:

21821-11

Distribution to:

FROM (SUBCONTRACTOR):

ABLE Communications, Inc.

OWNER

Core Scientific, Inc.

PERIOD TO:

10/31/2022

CONTRACTOR PROJECT NO:

2229

ARCHITECT

CONTRACTOR

ENGINEER

SUBCONTRACT FOR:

2229-078

SUBCONTRACT DATE:

2/1/2022

The undersigned Subcontractor certifies that to the best of Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts due to lower tier subcontractors, suppliers, materialmen, vendors, union trust funds and tradesmen have been paid by the subcontractor for Work for which previous Certificates for Payment were submitted and payments received from the Contractor, and that current payment shown herein is now due.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (TEXAS)

On receipt by the signer of this document of a check from Contractor in the sum of the "Current Payment Due" payable to Subcontractor and (insert joint payees name(s), if any) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Owner located at the Project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Contractor as indicated herein this statement and progress payment request, except for unpaid retention, pending modifications and changes, or other items furnished. A list of such pending modification and changes or other items is attached hereto.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

SUBCONTRACTOR:

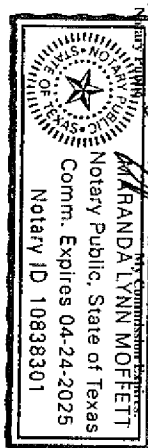
Karla Lopez

STATE OF: Texas COUNTY OF: Tarrant

Title:

CFO

Subscribed and sworn before me this 25 day of Oct., 2022.



Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.	
1. ORIGINAL SUBCONTRACT SUM	\$ 3,140,869.00
2. Net change by Change Orders	\$ 45,363.33
3. SUBCONTRACT SUM TO DATE (Line 1 + 2)	\$ 3,186,232.33
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$ 2,252,219.13
5. RETAINAGE:	
a. 10.00% of Completed Work (Column D + E on Continuation Sheet)	\$ 225,221.91
b. 10.00% of Stored Material (Column F on Continuation Sheet)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column 1 of Continuation Sheet)	\$ 225,221.91
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 2,026,997.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,627,257.30
8. CURRENT PAYMENT DUE	\$ 399,739.91
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,159,235.12

FOR CONTRACTOR/JOBSITE USE ONLY:		JOB# /SUBJOB#		SOW#		LOBSITE VERIFICATION		ACCOUNTING USE ONLY	
SUPPLIER #	SITE #	OWNER DIRECT PAY		BACKCHARGES		SUBCONTRACT COMPLIANCE IS BEING TRACKED IN ACCORDANCE WITH FIELD PROCEDURES		BILLED AMT PAID BY OWNER	
JOB SITE APPROVAL		YES <input type="checkbox"/> NO <input type="checkbox"/>				PAYMENT EXCEPTION REPORTING COMPLETES WITH FIELD PROCEDURES SECTION 08.52.		SIGNED SUBCONTRACT RECEIVED BOND REC'D/REQUIRED ENROLLED IN CDI	
PROJECT MANAGER		SUB PAY APP		(ATTACH B/C INVOICE)		SUBCONTRACT OVERBILLED ORIGINAL A/P# NEEDED BACKUP NEEDED OK TO RELEASE PAYMENT FINALIZATION LETTER REC'D			
DATE: MM/YY:		NUMBER: MM/YY:		OWNER PAY REQUEST INFO					
JOINT CHECKS - TO:									
JOINT CHECKS - AMOUNTS:									

APPLICATION NO: 21821-11
APPLICATION DATE: 10/10/2022
PERIOD TO: 10/31/2022
ARCHITECT'S PROJECT NO:

[illegible]

TEXAS ONLY

SUBCONTRACTOR'S APPLICATION FOR PAYMENT, CERTIFICATION FOR PAYMENT, AND CONDITIONAL LIEN WAIVER

Page 1 of 1 Pages

TO (CONTRACTOR):

McCarthy Building Companies, Inc. PROJECT: Core Scientific Denton Data Center

APPLICATION NO:

21821-12

Distribution to:

OWNER:

Core Scientific, Inc.

PERIOD TO:

11/14/2022

FROM (SUBCONTRACTOR):

Able Communications, Inc.

CONTRACTOR PROJECT NO:

2229

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ ENGINEER

SUBCONTRACT FOR:

2229-078

SUBCONTRACT DATE:

2/1/2022

The undersigned Subcontractor certifies that to the best of Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts due to lower tier subcontractors, suppliers, materialmen, vendors, union trust funds and tradesmen have been paid by the subcontractor for Work for which previous Certificates for Payment were submitted and payments received from the Contractor, and that current payment shown herein is now due.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (TEXAS)

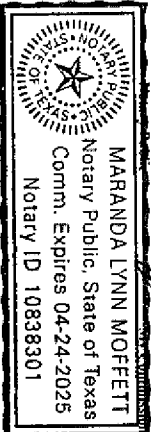
On receipt by the signer of this document of a check from Contractor in the sum of the "Current Payment Due," payable to Subcontractor and (insert joint payees name(s), if any) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Owner located at the Project to the following extent:

This release covers a progress payment for all labor, services, equipment or materials furnished to the property or to Contractor as indicated herein this statement and progress payment request, except for unpaid retention, pending modifications and changes, or other items furnished. A list of such pending modification and changes or other items is attached hereto.

Before any receipt of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

SUBCONTRACTOR:

By: [Signature] STATE OF Texas ISS: 1

COUNTY OF TarrantPrint Name: Narta LopezSubscribed and sworn before me this 8 day of Nov, 2022.Title: CFO[Signature] 4/24/2025 Expires:

FOR CONTRACTOR JOBSITE USE ONLY:

SUPPLIER #	SITE #	JOB# /SUBJOB#	SOVA	JOBSITE VERIFICATION	ACCOUNTING USE ONLY
JOB SITE APPROVAL		OWNER DIRECT PAY YES <input type="checkbox"/> NO <input type="checkbox"/>	BACKCHARGES	SUBCONTRACT COMPLIANCE IS BEING TRACKED IN ACCORDANCE WITH FIELD PROCEDURES	BILLED AMT PAID BY OWNER SIGNED SUBCONTRACT RECEIVED BOND REC'D/REQUIRED ENROLLED IN CDI SUBCONTRACT OVERBILLED ORIGINAL AFF NEEDED BACKUP NEEDED OK TO RELEASE PAYMENT FINALIZATION LETTER REC'D
PROJECT MANAGER		SUB PAY APP	(ATTACH B/C INVOICE) OWNER PAY REQUEST INFO		
DATE: _____		NUMBER: _____	NUMBER: _____		
JOINT CHECKS - TO:		PAYMENT EXCEPTION REPORTING COMPLETES WITH FIELD PROCEDURES SECTION 08.52.			
JOINT CHECKS - AMOUNTS:					

CHANGE ORDER SUMMARY			
Change Orders approved in Previous months by Owner	Additions	Deductions	
TOTAL	\$45,363.33		
Approved this Month Number	Date Approved		
TOTALS	\$45,363.33	\$0.00	

Application is made for payment, as shown below, in connection with the Subcontract. (Continuation Sheet is attached).

1. ORIGINAL SUBCONTRACT SUM

\$ 3,140,869.00

2. Net change by Change Orders

\$ 45,363.33

3. SUBCONTRACT SUM TO DATE (Line 1 + 2)

\$ 3,186,232.33

4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)

\$ 2,680,531.23

5. RETAINAGE:

a. 10.00% of Completed Work (Column D + E on Continuation Sheet)

\$ 268,053.12

b. 10.00% of Stored Material (Column F on Continuation Sheet)

\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of Continuation Sheet)

\$ 268,053.12

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 2,412,478.11

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 2,026,997.22

8. CURRENT PAYMENT DUE

\$ 385,480.89

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 7 Less Line 6)

\$ 773,754.23

APPLICATION NO: 21821-12
APPLICATION DATE: 11/8/2022
PERIOD TO: 11/14/2022
ARCHITECT'S PROJECT NO:

[illegible]

Site One

BEING a 19.064 acre tract of land situated in the Moses H. Davis Survey, Abstract No. 377, City of Denton, Denton County, Texas, being part of a called 340.469 acre tract of land described in a Deed to the City of Denton, a Texas home-rule municipal corporation, as recorded in Document No. 2016-143882 of the Official Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for an interior Southwest corner of the above cited 340.469 acre tract and the Northwest corner of a called 116.154 acre tract of land described in a Deed to the Mark Hicks Investments, LLC, as recorded in Document No. 2021-8595 of the Official Records of Denton County, Texas, from which a 1/2 inch iron rod with cap stamped "Vannoy 563-7101" found for an interior ell corner of said 340.469 acre tract, same being the Northeast corner of a called 152 acre tract of land described in a Deed to Walter B. (Bud) Wolf, as recorded in Volume 533, Page 541 of the Deed Records of Denton County, Texas bears North 00°26'46" East, a distance of 599.88 feet;

THENCE South 89°50'49" East along the South line of said 340.469 acre tract and North line of said 116.154 acre tract, for a distance of 506.72 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the POINT OF BEGINNING of the herein described tract;

THENCE North 01°31'40" West departing the South line of said 340.469 acre tract and the North line of said 116.154 acre tract, for a distance of 608.71 feet to a 5/8 inch iron rod with cap stamped "TNP" set;

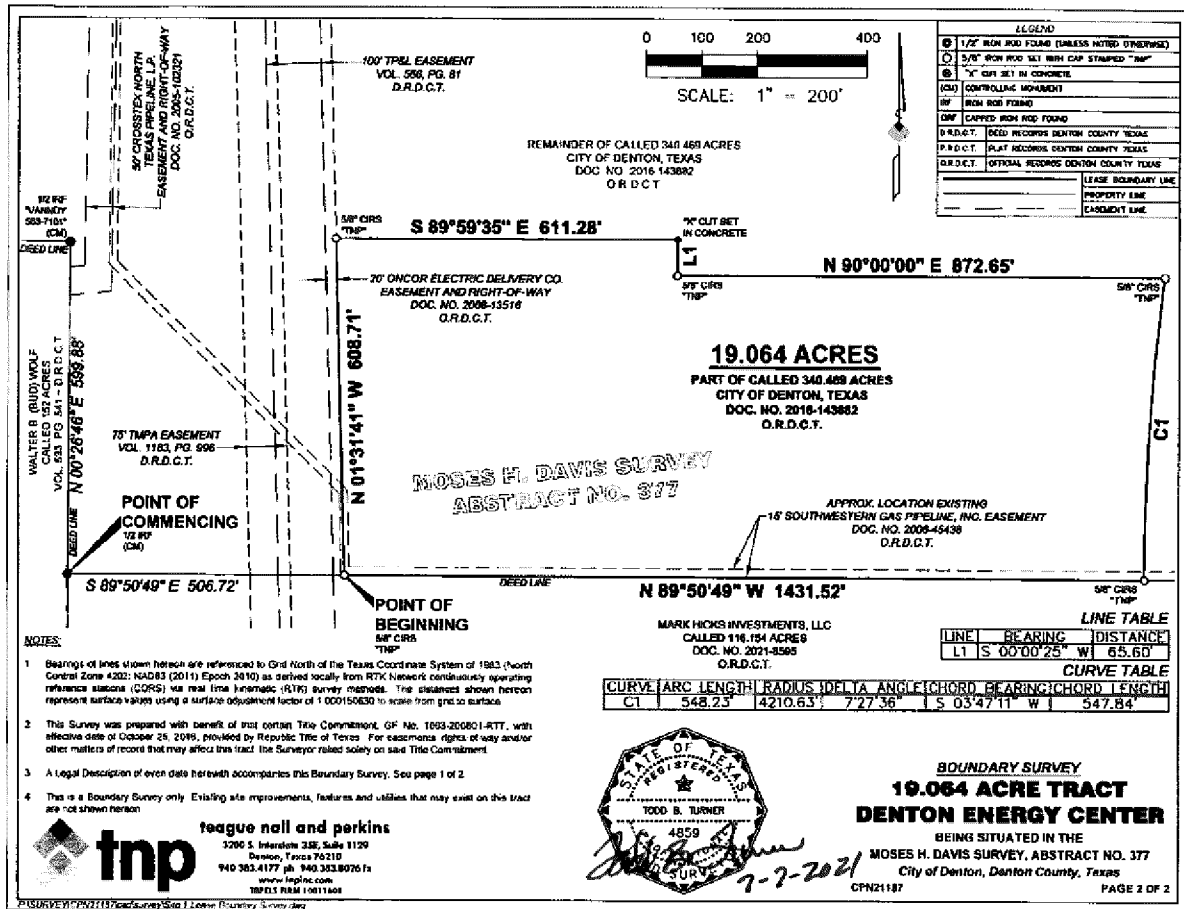
THENCE South 89°59'35" East for a distance of 611.28 feet to an "X" cut set in concrete;

THENCE South 00°00'25" West for a distance of 65.60 feet to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North 90°00'00" East for a distance of 872.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set at the beginning of a non-tangent curve to the left;

THENCE in a Southern direction, along said non-tangent curve to the left having a central angle of 07°27'36", a radius of 4210.63 feet, a chord bearing of South 03°47'11" West, a chord distance of 547.84 feet and an arc length of 548.23 feet to a 5/8 inch iron rod with cap stamped "TNP" set in the South line of said 340.469 acre tract and the North line of said 116.154 acre tract, from which a 1/2 inch iron rod with cap stamped "Vannoy 563-7101" found for the Northeast corner of said 116.154 acre tract and an interior ell corner of said 340.469 acre tract bears South 89°50'49" East, a distance of 420.07 feet;

THENCE North 89°50'49" West along the South line of said 340.469 acre tract and the North line of said 116.154 acre tract, for a distance of 1431.52 feet to the POINT OF BEGINNING, and containing 19.064 acres of land, more or less.



Site Two

BEING an 11.256 acre tract of land situated in the Moses H. Davis Survey, Abstract No. 377 and the Johnson, Green, Myers and Brummett Survey, Abstract No. 1699, City of Denton, Denton County, Texas, being part of a called 340.469 acre tract of land described in a Deed to the City of Denton, a Texas home-rule municipal corporation, as recorded in Document No. 2016-143882 of the Official Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod found for the Southwest corner of Lot 1, Block 1 of Krum Tap Electrical Switch Station, per Plat recorded in Document No. 2010-3 of the Plat Records of Denton County, Texas;

THENCE North 89°39'01" East along the South line of said Lot 1, for a distance of 21.24 feet to a 5/8 inch iron rod with cap stamped "TNP" set for the POINT OF BEGINNING of the herein described tract:

THENCE North 89°39'01" East continuing along the South line of said Lot 1, passing a 5/8 inch iron rod found for the Southeast corner of same at a distance of 658.12 feet, and continuing for a total distance of 806.50 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South 67°31 '07" East, for a distance of 85.93 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South 75°20'51" East, for a distance of 150.68 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South 56°48'38" East, for a distance of 80.84 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South 21 °23'05" East, for a distance of 76.31 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE South 43°26'26" East, for a distance of 72.63 to a 5/8 inch iron rod with c-,ap stamped "TNP" set;

THENCE South 00°24'23" East, for a distance of 179.60 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North 90°00'00" West, for a distance of 1259.39 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North 70°47'23" West, for a distance of 60.77 to a 5/8 inch iron rod with cap stamped "TNP" set;

THENCE North 19°22'19" East, for a distance of 417.32 to the POINT OF BEGINNING, and containing 11.256 acres of land, more or less.

